

Baker Firestone, Inc.
485 Washington Avenue
Pleasantville, New York

November 19, 1982

ISC Properties, Inc.
Instrument Systems Corporation
100 Jericho Quadrangle
Jericho, NY 11753

Re: Contract of sale dated November 19, 1982 for real
property at Furnace Dock Road, Town of Courtland,
New York

Gentlemen:

In connection with the "Lease" as defined in the
above Contract, we hereby agree as follows:

reasonable
If, after the closing of title, we take any action in
respect of the Lease which results in a default or breach
of the second mortgage held by Geringer Realty Associates
dated February 7, 1979, we agree to thereupon and there-
after indemnify and hold harmless each of you from and
against all damage, loss, cost and expense, including
attorneys' fees which either or both of you may sustain
by reason of actions of such second mortgagee (Geringer
Realty Associates) against either or both of you.

Upon our payment in full ^{and} ~~in~~ discharge of such second
mortgage, we may thereafter terminate the Lease without
your consent.

In addition, the same indemnity is hereby made in
favor of both of you with respect to any breach or default
by us of any of the terms and provisions of such second
mortgage.

The agreements made in this letter shall only be
applicable on and after closing of title and shall survive
such closing. This agreement shall be binding upon our
successors and assigns.

Very truly yours,

BAKER FIRESTONE, INC.

By: 

BCLP00504

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT--THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

NOTE: FIRE LOSSES. This form of contract contains no express provision as to risk of loss by fire or other casualty before delivery of the deed. Unless express provision is made, the provisions of Section 5-1311 of the General Obligations Law will apply. This section also places risk of loss upon purchaser if title or possession is transferred prior to closing.

THIS AGREEMENT, made the 19th day of November, nineteen hundred and eighty-two
BETWEEN

ISC PROPERTIES, INC., a New York corporation with
its office at 100 Jericho Quadrangle, Jericho,
New York,

hereinafter described as the seller, and BAKER FIRESTONE, INC., a New York
corporation with its office at 485 Washington
Avenue, Pleasantville, New York,

hereinafter described as the purchaser,

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Cortland, County of Westchester, more particularly described in Schedule 1 attached hereto and made a part hereof.

Initial Here

1. This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

BCLP00505

2. The price is
ONE MILLION TWO HUNDRED THOUSAND (\$1,200,000) Dollars, payable as follows:

ONE HUNDRED TWENTY THOUSAND (\$120,000) Dollars.

on the signing of this contract, by check subject to collection, the receipt of which is hereby acknowledged;

ONE HUNDRED EIGHTY-EIGHT THOUSAND, SIX HUNDRED FIFTY-SEVEN (\$188,657) Dollars.

in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided;

SIX HUNDRED THIRTEEN THOUSAND, EIGHT HUNDRED FORTY-THREE (\$613,843) Dollars.

by taking title subject to a first mortgage now a lien on said premises in that amount, bearing interest at the rate of eight per cent per annum, the principal being due and payable in equal monthly installments of \$7,110 each, to be applied first against interest and the balance in reduction of principal, with the balance becoming due July 1, 1988;

TWO HUNDRED SEVENTY-SEVEN THOUSAND, FIVE HUNDRED (\$277,500) Dollars, by taking title subject to a second mortgage now a lien on said premises in that amount, such mortgage being due and payable in equal monthly installments of \$2,500 each, of which \$2,000 is applied to interest, and the balance, i.e., \$500, applied in reduction of principal, so that the interest rate will increase as the principal balance due thereunder is reduced, with the balance becoming due on February 7, 1989.

~~3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees.~~

~~4. If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien of the existing mortgage of \$ any extensions thereof and to any mortgage or consolidated mortgage which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.~~

5. If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate. Should the mortgagee be a bank or other institution as defined in Section 274-a, Real Property Law, the mortgagee may, in lieu of the said certificate, furnish a letter signed by a duly authorized officer, or employee, or agent, containing the information required to be set forth in said certificate. Seller represents that such mortgage will not be in default at or as a result of the delivery of the deed hereunder and that neither said mortgage, nor any modification thereof contains any provision to accelerate payment, or to change any of the other terms or provisions thereof by reason of the delivery of the deed hereunder.

6. Said premises are sold and are to be conveyed subject to:

a. Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.

b. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.

~~to be known of or done by the seller, and to be done if any, upon any road or highway.~~

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Initial Here

7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

~~8. All obligations affecting the premises incurred under the Emergency Repairs provisions of the Administrative Code of the City of New York (Sections 564-18.0 etc.) prior to the delivery of the deed shall be paid and discharged by the seller upon the delivery of the deed. This provision shall survive the delivery of the deed.~~

~~9. If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed.~~

10. The following are to be apportioned:

(a) Rents as and when collect (b) Interest on mortgages. (c) ~~Repairs~~ (d) Taxes and sewer rents, if any, on the basis of the fiscal year for which assessed. (e) Water charges on the basis of the calendar year. (f) Fuel, if any.

Omit
Clause 8 if
the property
is not in
the City of
New York.
Clause 9 is
usually
omitted if
the property
is not in
the City of
New York.

BCLP00506

Schedule 1

PARCEL A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Cortlandt, County of Westchester and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Furnace Dock Road where it is intersected by the dividing line between land now or formerly of Brown on the West and land herein being described on the East;

running thence along the land now or formerly of Brown, the following courses and distances;

North 27° 56' 10" West 189.03 feet

North 27° 13' West 599.85 feet to the lands now or formerly of Henrietta Geringer;

running thence along said lands now or formerly of Henrietta Geringer, North 73° 57' 10" East 1241.80 feet to other lands now or formerly of Henrietta Geringer;

running thence along said other lands now or formerly of Henrietta Geringer, South 16° 02' 50" East 823.22 feet to the northerly side of Furnace Dock Road;

running thence along the northerly side of Furnace Dock Road, the following courses and distances:

South 74° 48' West 267.18 feet

South 75° 10' West 294.30 feet

South 76° 53' West 131.30 feet

South 78° 33' West 184.17 feet

South 78° 51' 50" West 211.36 feet to the point or place of beginning.

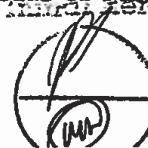
PARCEL B

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Cortlandt, County of Westchester and State of New York, and bounded and described as follows:

BEGINNING at a point in the division line between lands now or formerly of Brown on the west and lands of Henrietta B. Geringer on the east, said point of beginning being the following courses and distances as measured along the division line between lands now or formerly of Brown on the west and lands of Geringer Realty Associates on the east from the northerly side of Furnace Dock Road, N. 27° 56' 10" W. 189.03 ft. and N. 27° 13' W., 599.85 ft., said point of beginning also being the northwesterly corner of lands belonging to Geringer Realty Associates

RUNNING thence from said point of beginning along lands now or formerly of Brown N. 27° 13' W., 612.01 ft. to a stone wall, thence still along lands now or formerly of said Brown and along the centerline of said stone wall the following courses and distances: N. 26° 16' W., 101.40 ft., N. 27° 20' W., 128.18 ft., N. 39° 59' W., 36.89 ft., N. 54° 58' W., 56.10 ft. and N. 31° 37' W., 156.04 ft. to lands now or formerly of Lent, thence along lands now or formerly of Lent, S. 76° 58' 10" E., 2548.68 ft. to the westerly side of Croton Avenue, thence along the westerly side of Croton Avenue, the following courses and distances: S. 5° 31' E., 308.15 ft., and S. 31° 52' W., 30.98 ft. to the northwesterly side of Furnace

(continued...)



BCLP00507

Schedule 1 (continued)

Dock Road, thence along the northwesterly side of Furnace Dock Road, the following courses and distances: S. 56° 57' W., 92.00 ft., S. 36° 38' W., 390.77 ft., S. 50° 24' W., 93.20 ft., S. 65° 44' W., 101.08 ft. and S. 74° 48' W., 68.41 ft. to lands of Geringer Realty Associates, thence along lands of Geringer Realty Associates, the following courses and distances: N. 16° 02' 50" W., 823.22 ft. and S. 73° 57' 10" W., 1241.80 ft. to the point and place of beginning.

Initial Here



RIDER ATTACHED TO AND MADE PART OF CONTRACT OF SALE BETWEEN
ISC PROPERTIES, INC. and BAKER FIRESTONE, INC.

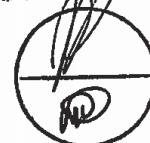
DATED: November , 1982

28. In addition to the matters listed in Paragraph 6 of the Contract, said premises are sold and are to be conveyed subject to the following:

- a. Any state of facts an accurate survey may show, provided same does not render title unmarketable.
- b. Covenants, restrictions, easements and consents of record, provided that they do not prohibit the use and maintenance of the structure or structures now on the premises.
- c. Possible encroachments of retaining walls, bay window, hedges, copings, cellar doors, sidewalk elevator, fences and fire escapes and variation between record lines and fences, hedges and retaining walls.
- d. Rights, if any, acquired by any utility company to maintain and operate lines, wires, cables poles and distribution boxes in, over and upon said premises.
- e. Rights to the natural flow of the brook which flows through the premises.
- f. First mortgage held by The County Trust Company evidenced by a Consolidation Agreement dated June 15, 1973, between The County Trust Company and Geringer Realty Corporation and recorded June 18, 1973, in Liber 7521, Mp. 725 and referred to in Paragraph 2 hereof.
- g. Second mortgage held by Geringer Realty Associates dated February 7, 1979 in the face amount of \$300,000 and referred to in Paragraph 2 hereof.

29. In the event that title is unmarketable, or if the seller cannot convey in accordance with the terms and representations of this contract, subject to the encumbrances herein specifically enumerated, the purchaser shall, at his election, have the right to accept such title as the seller (who is under no obligation whatsoever to take any steps to render title marketable) is able to convey, without any claim on the part of the purchaser for abatement for defects or objections; or the purchaser shall have the right to rescind this contract, upon which recession, pursuant to this paragraph, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York State Board of Title Underwriters, and upon such refund and payment being made, this contract shall be considered cancelled.

Initial Here



30. Violations filed in any county, city, state or federal department which the seller is required to remove hereunder, shall not be objections to title, provided the seller shall deposit with seller's attorney a sum sufficient to secure the performance of the work and provide the materials necessary to remove such violations and agrees to remove such violations within ninety days from the date of closing of title.

31. Unpaid franchise tax of any corporation in the chain of title, shall be no objection to title provided the seller leaves a reasonable deposit with the seller's attorney in escrow to secure the payment of any unpaid franchise taxes within sixty (60) days from the date of closing of title.

32. The purchaser agrees that no later than five (5) days prior to the date herein set for closing of title or any adjourned date, it will notify the attorney for the seller in writing in what respects, if any, purchaser deems the seller's title not to be that required by this contract. Any attempt by the seller to cure an objection shall not be construed as an admission by the seller that such objection is one which would give the purchaser the right to cancel this contract.

33. It is agreed that the seller will be credited in the adjustment with the cost of the fuel plus federal taxes and New York State salestax, at delivered prices thereof in the premises, on the agreed date of adjustments. It is also agreed that the certificate of any representative of the fuel company from whom the seller has purchased its fuel will be conclusive as to the amount of fuel and the price thereof.

✓ 34. The seller and purchaser represent to each other that any and all dealings in connection with this transaction were had only through Summit Realty Corporation. Purchaser shall pay all brokerage commissions, finders' fees and similar compensation due Summit Realty Corporation in connection with the transaction provided for herein.

35. It is specifically understood and agreed that this contract is a single, indivisible contract, and that the delivery and acceptance of the deed shall be considered full compliance with all of the obligations and terms of this contract by the seller, and none of the terms shall survive the delivery and acceptance of the deed, except those provisions which this contract expressly states shall survive such delivery.

Initial Here



36. Receipts or letters signed by the mortgagees, their agents or attorneys, evidencing the payment of installments of principal and/or interest, or reciting the present status of the mortgages as to principal and interest shall be sufficient evidence of the reduction of principal and the payment of interest.

37. If any provision of any rider shall conflict with any printed provision of this contract, the provision of the rider shall control.

38. In the event that the cost of removing violations against the premises, which are the seller's obligation to remove hereunder shall exceed the sum of \$15000.00, the seller shall have the right to terminate this contract by returning to the purchaser all sums paid hereunder plus the net cost of title examination, and upon such repayment, this contract shall be deemed cancelled and neither of the parties hereto shall be under any obligation to the other party.

In the event the seller exercises its right to terminate this contract because of the cost of violations, the purchaser shall have the right to take title subject to such violations and to receive a cash credit against the purchase price equal to \$15000.00. Upon the passing of title, the seller shall be released from any and all obligations or liability in connection with such violations.

39. The parties mutually agree that all the right, title and interest of the seller and grantor in and to any and all personal property which may be in or upon the premises and used in connection with the operation thereof, shall be deemed transferred or conveyed to the purchaser under the deed of conveyance to be delivered, but that no part of the purchase price shall be deemed to have been paid by the purchaser for the same.

40. If the property is subject to any liens, including, but not limited to, transfer, inheritance, estate, franchise, license, or other similar items, the amount of which has not been finally fixed, the same shall not be deemed an objection to title, provided that any title company in good standing to which the purchaser has applied for title insurance will, at the time of the closing of title, issue or bind itself to issue a policy which will insure the purchaser against collection of said taxes from said premises.

41.(a) Open liens, if any, for taxes, water charges, sewer rents or assessments for local improvements shall not be objections to title; but the amount thereof, plus interest and penalties thereon, shall be deducted from the cash consideration to be paid hereunder and allowed to the purchaser, subject to the provisions for apportionment of taxes, sewer rents and water charges herein contained.

(b) Notwithstanding anything to the contrary in subparagraph (a) above or in this Contract of Sale or Rider, Purchaser shall take subject to open liens for taxes, water charges, sewer rents and assessments in an amount up to \$140,000 in the aggregate (inclusive of penalties and interest) and such open liens shall not be deducted from the purchase price or cash consideration to be paid hereunder.

Initial Here



42. If at the time of closing of title said premises are encumbered by any liens (other than those which the purchaser has agreed to accept, or those specifically otherwise mentioned herein) the purchaser will make no objection thereto if the seller shall deliver to the purchaser an instrument in proper form for recording, cancelling such liens, together with the cost of recording same. The purchaser, however, agrees upon direction of the seller to advance from the balance of the purchase price as much thereof as may be necessary to satisfy any such liens.

43. Purchaser acknowledges that the seller has made no representations as to income and expense, and held out no inducements to the purchaser, other than those specifically set forth herein. Purchaser has made its own computations and investigations, and is not relying on any statements or broker's set-ups in entering into this agreement.

44. It is expressly agreed that all understandings and agreements heretofore had between the parties are merged in this contract, which alone fully and completely expresses their agreement. The purchaser has made a full investigation and expressly acknowledges that no representations have been made which are not embodied in this contract. No representations or warranties herein contained shall survive the delivery of the deed and, upon delivery of the deed, the seller shall automatically be released and discharged of all the terms, conditions and provisions hereof; except as may herein be specifically set forth as surviving delivery of the deed.

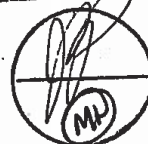
45. If there be a water meter on the premises which has not been read, nor the charge fixed to the date of closing of title, the purchaser agrees to obtain such reading within a reasonable time after closing of title and the seller agrees to pay the same the the date of closing, apportioned on the basis of such reading.

46. The purchaser has inspected the premises and all of the property therein herein conveyed and agrees to take the premises "as is" in its present physical condition and is not relying upon any statement made by anyone in regard to said physical condition. The purchaser expressly agrees that the seller has made no representation or warranty as to the physical condition of the premises other than as specifically set forth herein.

47. Any installment of principal, including such portion which represents principal of a combined payment of principal and interest installment, required to be paid by the terms of the mortgage or mortgages hereinabove set forth, between the date hereof and the closing of title, and paid by the seller, shall be repaid to the seller by the purchaser in cash or certified check at the time of closing of title.

48. If all or a material part of the subject premises is destroyed by any cause without the fault of the purchaser, or is taken in eminent domain, neither party shall be entitled to enforce this agreement and the purchaser shall be entitled only to a refund of any sum which he may have paid hereunder.

Initial Here



49. If the purchaser defaults or fails to carry out any provisions of this agreement, the seller can elect to cancel same and ten days after mailing written notice of such election to the purchaser at his last known address, or personal delivery of such notice, this agreement shall become null and void and be of no effect and the seller shall retain all monies paid thereunder as liquidated damages, the same as if this agreement had never been paid, or in the alternative, the seller shall have the right to bring any proceeding or action which he may deem necessary to protect his interest and afforded to him by law.

50. All adjustments and apportionment shall be made on the basis of a thirty-day month regardless of the number of days actually in the month of closing.

51. If the payment made on account of the purchase price at the time of the execution of this agreement be by check and if said check shall fail of collection in due course, seller, at his option, may declare this contract null and void and of no effect and may pursue his remedies against the purchaser upon said check or in any other manner permitted by law.

52. This contract and all rights thereunder may be assigned by the purchaser by proper written and acknowledged assignment delivered to the seller on or before the closing of title provided there shall be affixed to such assignment a due assumption by the assignee of all the obligations of the purchaser in this contract.

53. Tender of a deed with the name of the purchaser as afore-said as grantee therein shall be sufficient for the purpose of and compliance by the seller with this contract unless BLAU, KRAMER, WACTLAR & LIEBERMAN, P.C., 410 Jericho Turnpike, Jericho, New York 11753, as attorneys for the seller, shall have received a certified or registered notice in writing at least five (5) days before the date fixed herein for the delivery of the deed specifying the last assignee thereof, and if an individual, his full name and place of residence, and, if a corporation, its corporate name and place of its principal office.

54. Any personal property remaining on the premises after closing of title shall be deemed to have been abandoned by Seller and Purchaser may, in its discretion, dispose of same as it sees fit.

55. The premises are also sold subject to a lease agreement executed February 1, 1973 between Geringer Realty Corporation, as landlord, and Lightron Corporation, a Delaware corporation, as tenant (the "Lease"). At closing of title, seller shall cause Lightron Corporation, as such tenant, to assign all of its right, title and interest in and to the Lease to purchaser; and purchaser shall simultaneously assume and agree to pay and perform all of the liabilities and obligations of Lightron Corporation under the Lease, and agree to indemnify Lightron Corporation of and from all such liabilities and obligations so assumed by purchaser. Such assignment by Lightron Corporation and assumption and indemnity by purchaser shall specifically provide that the Lease shall not merge upon transfer of title of the premises to purchaser, but shall survive. Such assignment by Lightron Corporation shall also specifically provide that the Lease may not be further assigned or encumbered without the specific written consent of Lightron Corporation.



11. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

12. If there be a water meter on the premises, the seller shall furnish a reading to a not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading.

13. The deed shall be the usual Bargain and Sale Deed with Covenants Against Grantor's Acts and in proper statutory short form for record and shall be duly executed and acknowledged so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

If the seller is a corporation, it will deliver to the purchaser at the time of the delivery of the deed hereunder a resolution of its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section.

14. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the recording officer of the county in which the deed is to be recorded for the amount of the documentary stamps to be affixed thereto in accordance with Article 31 of the Tax Law, and a certified check to the order of the appropriate county officer for any other tax payable by reason of the delivery of the deed, and a return, if any be required, duly signed and sworn to by the seller; and the purchaser also agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate county officer promptly after the closing of title.

Omit
Clause 15 if
the property
is not in
the City of
New York.

15. In addition, the seller shall at the same time deliver to the purchaser a certified check to the order of the Finance Administrator for the amount of the Real Property Transfer Tax imposed by Title II of Chapter 46 of the Administrative Code of the City of New York and will also deliver to the purchaser the return required by the said statute and the regulations issued pursuant to the authority thereof, duly signed and sworn to by the seller; the purchaser agrees to sign and swear to the return and to cause the check and the return to be delivered to the City Register promptly after the closing of the title.

16. The seller shall give and the purchaser shall accept a title such as any reputable title company who is a Member of the New York Board of Title Underwriters, will approve and insure.

17. All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the purchaser under this contract.

18. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are ~~sent to be owned by the seller, free from all liens and encumbrances except as herein stated~~; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mirrors, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery and outdoor statuary. owned by the Seller.

19. The amount of any unpaid taxes, assessments, water charges and sewer rents which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing.

20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

21. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.

22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract shall be considered canceled.

23. The deed shall be delivered upon the receipt of said payments at the office of Blau, Kramer, Wactlar & Lieberman, P.C., 410 Jericho Turnpike, Jericho, New York 11753 at 10 a.m. o'clock on ~~November~~ December 31, 1982.

24. The parties agree that Summit Realty Corporation is the broker who brought about this sale and the ~~Purchaser~~ agrees to pay any commission earned thereby pursuant to separate agreement.

25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between the date thereof and the closing of title.

26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

CONTINUED ON RIDER ATTACHED HERETO AND MADE A PART HEREOF.
IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

In presence of:

ISC PROPERTIES, INC.

By: Myron Levy

BAKER FIRESTONE, INC.

- W.C. Bell

BCLP00514

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
personally came

to me known to be the individual described in and who executed
the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
personally came

to me known, who, being by me duly sworn, did depose and say
that he resides at No.

that he is the
of

, the corporation described
in and which executed the foregoing instrument; that he knows
the seal of said corporation; that the seal affixed to said instrument
is such corporate seal; that it was so affixed by order of the board
of directors of said corporation, and that he signed his name
thereto by like order.

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
personally came

to me known to be the individual described in and who executed
the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
personally came

to me known and known to me to be a partner in

a partnership, and known to me to be the person described in and
who executed the foregoing instrument in the partnership name, and
said
acknowledged that he executed the foregoing instrument for and
on behalf of said partnership.

Closing of title under the within contract is hereby adjourned to
o'clock, at
as of 19

Dated, 19

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned,
transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, 19

19 , at
; title to be closed and all adjustments to be made

Purchaser

Assignee of Purchaser

Contract of Sale

Title No.

ISC PROPERTIES, INC.

TO

BAKER FIRESTONE, INC.



PREMISES

Section

Block

Lot

County or Town

Street Numbered Address

Recorded At Request of
First American Title Insurance Company of New York

RETURN BY MAIL TO:

Zip No.

THE OBSERVANCE OF THE FOLLOWING SUGGESTIONS WILL SAVE TIME AND TROUBLE AT THE CLOSING OF THIS TITLE

The SELLER should bring with him all insurance policies and duplicates, receipted bills for taxes, assessments and
water rates, and any leases, deeds or agreements affecting the property.

When there is a water meter on the premises, he should order it read, and bring bills therefor to the closing.

If there are mortgages on the property, he should promptly arrange to obtain the evidence required under Paragraph 5 of
this contract.

He should furnish to the purchaser a full list of tenants, giving the names, rent paid by each, and date to which the rent
has been paid.

The PURCHASER should be prepared with cash or certified check drawn to the order of the seller. The check may

BCLP00515